

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AURORA LIGHTING, INC.		06/30/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4310941	AURORA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164033		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	07/01/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 30, 2016 by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and **AURORA LIGHTING, INC.**, a Florida corporation, with its principal place of business at 12035 34th Street North, St. Petersburg, Florida 33716 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto in the amounts and manner set forth in that certain Loan Agreement by and among Bank, Grantor and the other parties thereto dated as of the date hereof (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"). Bank is willing to make extensions of credit thereunder, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

B. Pursuant to the terms of the Loan Agreement and that certain Security Agreement by and between Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement). Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Obligor to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure payment and performance of the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in and to the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation the registered copyrights and copyright applications set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the registered patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation the registered trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include any items which do not comprise "Collateral" under the Security Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

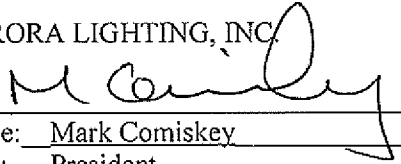
5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date above written.

GRANTOR:

AURORA LIGHTING, INC

By: 
Name: Mark Comiskey
Title: President

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date above written.

GRANTOR:

AURORA LIGHTING, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

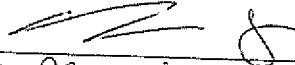
By:  _____
Name: Brian K. CAHILL
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Fire rated downlight housing	D704,875	May 13, 2014
Fire rated downlight housing	D655,436	March 6, 2012
Fire rated downlight housing	D641,909	July 19, 2011
Fire rated downlight housing	D624,688	September 28, 2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AURORA	4310941	April 2, 2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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